



TOWN OF SUNSET BEACH
REQUEST FOR PROPOSAL
JINKS CREEK FEEDER CANAL MAINTENANCE DREDGING

August __, 2013

SCOPE OF WORK: Dredging of approximately 993 CY materials from the mouth of Jinks Creek Feeder Canal east toward Jinks Creek, dewatering the material on site, and removing the material to a waste site approximately 0.5 miles from the site.

NOTICE TO BIDDERS: Sealed proposals for this work will be received by:

Gary Parker
Town Administrator
Town of Sunset Beach
700 Sunset Blvd. N
Sunset Beach, NC 28468

Up to 2:00 PM, on _____ and immediately thereafter publicly opened and read aloud. Complete plans and specification and contract documents can be obtained from

Sandy Wood
Director of building Inspections
UDO Administrator
Town of Sunset Beach
srwood@atmc.net
(910) 579-0068

Randy Walters
Local CAMA Permitting Officer
Building Inspector
Town of Sunset Beach
randywalters@atmc.net
(910) 579-0068

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General contractors must have general license classification for [\(See Licensing Board\) Rules & Regulations.](#)

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope- **Bid Proposal: Attn: Gary Parker**

Jinks Creek Feeder Canal Dredging

Bid Date

Contractor Name

License Number

Interested contractors are encouraged to attend a Pre-Bid conference to be held at Sunset Beach Town Hall at 2:00 p.m. on _____ 2013.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings, and specifications and has visited the site of the Work, and has satisfied himself relative to the work to be performed.

MATERIALS, EQUIPMENT, AND EMPLOYEES

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his Work, and shall install, maintain, and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the work except upon written approval and change order of the designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified, only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of products desired and that they do not restrict bidders to a specific brand, make, manufacturer, or specific name; that they are used only to set forth and convey to bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the Work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the site.

The Contractor shall designate a foreman/superintendent who shall direct the Work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of Work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. If the contractor performs any Work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all costs arising there from.

All Work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. The Contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits may be obtained by the contractor at no cost to the owner.

***Inspection and certification of compliance by local authorities is necessary if an architect or engineer is not employed on the project.**

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protection as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel, or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor relating to Occupations Safety and Health Standards of the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the Work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building code requirements to prevent accident or injury to persons on or about the location of the Work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workers Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing Work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation by the Contractor himself or by any subcontractor, or by anyone directly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident, and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina including motor vehicle insurance in amounts not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage, eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

INVOICES FOR PAYMENT

No partial payment will be made unless agreed to in advance. Final payment will be made by lump sum within forty-five (45) consecutive days after acceptance of the Work and the submission both of notarized contractor's affidavit and four copies of invoices, which are to include the contract, account, and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the Work, invoices and other information requested are to be sent to:

Sandy Wood
Director of Building Inspections
UDO Administrator
Town of Sunset Beach
700 Sunset Blvd. N
Sunset Beach, NC 28468

It is imperative that contract documents, invoices, etc., be sent to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

PROPOSAL AND CONTRACT
For
Jinks Creek Feeder Canal Maintenance Dredging

Dredging of approximately 993 CY materials from the mouth of Jinks Creek Feeder Canal East to Jinks Creek, dewatering the material on site, and removing the material to a waste site approximately 0.5 miles from the site.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Sunset Beach for the furnishing of all materials, equipment, and labor necessary to complete the maintenance dredging work described in these documents in full and complete accordance with plans, specifications, and contract document, and to the full and entire satisfaction of the NC Coastal Area Management Association and the Town of Sunset Beach for the sum of:

BASE BID: _____ **DOLLARS \$** _____

Respectfully submitted this _____ day of _____ 20____

(Contractor)

Federal ID# _____ By: _____

Witness: _____ Title _____

Address: _____

(Proprietorship or Partnership)

Attest: (corporation) Email Address: _____

(Corporate Seal)

By: _____ License # _____

Title: _____
(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the TOWN of SUNSET BEACH

BY: _____ TITLE: _____

DATE: _____ 20_____